

**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEW JERSEY**

**WILLIS BREWER, individually and
on behalf of all persons similarly
situated,**

Plaintiff,

v.

**HOMELAND VINYL PRODUCTS,
INC.,**

Defendant

No. 1:17-cv-04290-NLH-KMW

**ORDER GRANTING
FINAL APPROVAL OF THE SETTLEMENT AGREEMENT AND FINAL
APPROVAL OF ATTORNEY'S FEES AND COSTS**

AND NOW, this 10th day of September, 2019, upon consideration of Plaintiff's Unopposed Motions for Final Approval of the Settlement and Approval of Attorney's Fees and Costs, and having granted said motions on the record following a hearing on September 5, 2019, the Court hereby ORDERS as follows:

1. The Parties' Settlement Agreement (ECF 90-2) is finally approved as fair, reasonable and adequate, and a fair and reasonable resolution of a *bona fide* dispute;
2. Plaintiff's FLSA claims and the following FLSA Collective are finally certified pursuant to 29 U.S.C. § 216(b):

All current and former non-exempt, hourly production employees of Defendant who worked more than forty hours in at least one workweek at Defendant's production facilities in the United States at any time between June 13, 2014 and December 20, 2018.

3. The following Settlement Class for the New Jersey state law claims is finally certified pursuant to Fed. R. Civ. P. 23:

Named Plaintiff, all Opt-in Plaintiffs, and all current and former non-exempt, hourly production employees of Defendant who worked more than forty hours in at least one workweek at Defendant's production facilities in New Jersey at any time between June 13, 2011 and December 20, 2018.

4. The scope of the releases contemplated by the Settlement Agreement is hereby clarified as follows:

(a) Upon Final Approval of the Settlement Agreement, Named Plaintiff and Eligible Class Members who worked in New Jersey will be deemed to have released all claims that were or could have been brought under New Jersey state and common law for unpaid overtime or other wage and hour violations based on the facts alleged in the Complaint or that could have been alleged in the Complaint related to their employment by Defendant, including without limitation, all state claims for unpaid overtime wages and related claims for penalties, interest, liquidated damages, attorneys' fees, costs, and expenses.

(b) By signing or cashing their Settlement Checks, Eligible Class Members who worked in New Jersey will be deemed to have released their claims that were

or could have been brought under the Fair Labor Standards Act based on the facts alleged in the Complaint, in addition to the claims released upon the Final Approval of the Settlement Agreement.

(c) By signing or cashing their Settlement Checks, Eligible Class Members who worked outside of New Jersey will be deemed to have released their claims under the Fair Labor Standards Act based on the facts alleged in the Complaint.

5. Based on the foregoing, paragraph 17 of the Settlement Agreement (ECF No. 90-2) is hereby amended such that the Settlement Checks issued to individuals who worked in New Jersey shall include the following release language:

By signing or cashing this check, I affirm my release of Homeland Vinyl Products, Inc. and all Releasees of all Eligible Class Members' Released Claims as defined in the Settlement Agreement approved by the Court in *Brewer v. Homeland Vinyl Products, Inc.*, No. 1:17-cv-4290 (D.N.J.). I affirm that I will not sue or assert any of the Eligible Class Members' Released Claims, including claims arising under the FLSA or New Jersey state wage and hour laws, against any Releasee.

The Settlement Checks issued to individuals who worked outside of New Jersey shall include the following release language:

By signing or cashing this check, I affirm my release of Homeland Vinyl Products, Inc. and all Releasees of all Eligible Class Members' Released Claims as defined in the Settlement Agreement approved by the Court in *Brewer v. Homeland Vinyl Products, Inc.*, No. 1:17-cv-4290 (D.N.J.). I affirm that I will not sue or assert any of the Eligible Class Members' Released Claims under the FLSA against any Releasee.

6. The Court approves the proposed Notices to be issued with the Settlement Checks, as submitted via CM/ECF with the Parties' letter of September 9, 2019;

7. Plaintiff Willis Brewer is finally approved as the Representative of the Settlement Class, and the proposed service award in the amount of \$15,000 for his service to the Settlement Class and in exchange for his additional released claims in favor of Defendant is approved;

8. Berger Montague PC and Schneider Wallace Cottrell Konecky Wotkyns LLP are approved as Class Counsel for the Settlement Class;

9. The Angeion Group is finally approved as Settlement Administrator and the costs of settlement administration are finally approved;

10. The Court approves the Parties' request to amend Paragraph 34 of the Settlement Agreement (ECF No. 90-2) and designate the Cumberland County Technical Education Center Foundation as the *cy pres* recipient of any amount of uncashed checks from Eligible Class Members in New Jersey;

11. Class Counsel's attorneys' fees in the amount of \$433,333.33 and costs in the amount of \$17,001.08 are granted and finally approved;

12. The Court hereby enters final judgment in this case and dismisses it with prejudice in accordance with the terms of the Settlement Agreement. There being no reason to delay entry of this Final Judgment, the Clerk of the Court is

ordered to enter this Final Judgment forthwith pursuant to Rule 54(b) of the Federal Rules of Civil Procedure.

13. Without affecting the finality of this Final Judgment in any way, the Court reserves exclusive and continuing jurisdiction over this action, the named Plaintiff, the certified class, and Defendant for purposes of supervising the implementation and enforcement of the Settlement Agreement, this Order, and all settlement administration matters.

BY THE COURT,

At Camden, New Jersey

s/ Noel L. Hillman
Honorable Noel L. Hillman
United States District Judge